

#13

14863-XX

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

ROBERT W. ALVORD*
CHARLES M. KAPPLER
JOHN H. DOYLE*
RICHARD N. BAGENSTOS
JAMES C. MARTIN, JR.*

*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

LAW OFFICES
ALVORD AND ALVORD

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WASHINGTON, D.C.

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RECORDATION NO. 14863-XX FILED 14863

AUG 10 1989 - 1 15 PM August 10, 1989

INTERSTATE COMMERCE COMMISSION

9-222A035

Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of an Amendment Agreement No. 1 dated as of July 31, 1989, a secondary document as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The enclosed document relates to the Amended and Restated Bridge Loan, Chattel Mortgage and Security Agreement dated June 30, 1989, which was filed and recorded on July 6, 1989 under Recordation Number 14863-TT.

The names and addresses of the parties to the enclosed document are:

Mortgagor: ACF Industries, Incorporated
c/o Trans World Airlines
100 South Bedford Road
Mt. Kisco, New York 10549

Mortgagee: Norstar Bank
40 Main Street
Hempstead, New York 11511

The undersigned is agent for the Mortgagor named above for the purpose of submitting the enclosed document for filing and recordation.

Also enclosed is a check in the amount of \$13 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Charles M. Kappler

RECEIVED
AUG 10 1 59 PM '89


Ms. Noreta R. McGee
Secretary
Interstate Commerce Commission
August 10, 1989
Page Two

Kindly return a stamped copy of the enclosed document to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Washington, D.C. 20006.

A short summary of the enclosed secondary document to appear in the Commission's Index is:

Amendment Agreement No. 1 dated as of July 31, 1989 with respect to certain provisions of the Amended and Restated Bridge Loan, Chattel Mortgage and Security Agreement dated June 30, 1989.

Very truly yours,


Charles T. Kappler

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

8/10/89

OFFICE OF THE SECRETARY

Charles T. Kapple
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20005

Dear: Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/10/89 , at 1:15pm , and assigned recordation number(s). 14863-XX

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

AMENDMENT AGREEMENT NO. 1

As of July 31, 1989

Norstar Bank
40 Main Street
Hempstead, New York 11531

RECORDATION NO. 14863-77 FILED 1489

AUG 10 1989 -1 15 PM

INTERSTATE COMMERCE COMMISSION

Gentlemen:

Reference is hereby made to the Amended and Restated Bridge Loan, Chattel Mortgage and Security Agreement, dated June 30, 1989 (as amended, modified or supplemented from time to time, the "Loan Agreement"), between ACF Industries, Incorporated, a New Jersey corporation ("ACF"), and Norstar Bank, a New York banking corporation (the "Bank").

This will confirm the agreement between ACF and the Bank as follows:

1. All capitalized terms used herein which are not otherwise specifically defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

2. a) The definition of "Loan" set forth in Section 1 of the Loan Agreement is hereby amended by changing the reference to "July 31, 1989" which appears in the second line thereof to "August 31, 1989".

b) Section 2(a)(i) of the Loan Agreement is hereby amended by changing the reference to "July 31, 1989" which appears in the third line thereof to "August 31, 1989."

3. Any and all references to the Loan Agreement in the Note or any other Security Documents and in any documents, instruments and agreements executed and delivered pursuant thereto shall be deemed to refer to the Loan Agreement as amended by this Agreement. Except as herein specifically agreed, each of the Security Documents are hereby ratified and confirmed and shall remain in full force and effect in accordance with their respective terms.

4. Except for the representations and warranties set forth in Sections 19(b) and (g) of the Loan Agreement, all representations and warranties contained in each of the Security Documents are true and correct as of the date hereof as though made on and as of the date hereof.

DOC #124863

5. ACF further represents and warrants to the Bank as follows:

a) It has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

b) This Agreement has been duly executed and delivered and constitutes the valid and legally binding obligation of ACF, enforceable in accordance with its terms, subject to enforcement of remedies and to applicable bankruptcy, reorganization, insolvency, moratorium and similar laws affecting creditors' rights generally.

c) No consent of any person, firm, corporation or entity (including, without limitation, any shareholder of ACF) and no consent, license, approval or authorization of any governmental authority is or will be required in connection with the execution, delivery, performance, validity or enforcement of this Agreement.

d) ACF is, as of the date hereof, in full compliance with all of the various covenants and agreements set forth in each of the Security Documents.

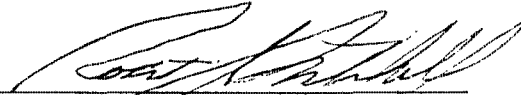
e) No event has occurred and is continuing which constitutes or would constitute, with the giving of notice or lapse of time or both, an Event of Default under the Loan Agreement.

6. ACF agrees that it shall, at its own cost and expense and upon the request of the Bank, duly execute and deliver, or cause to be duly executed and delivered, to the Bank such further instruments and documents, and do and cause to be done such further acts as may be necessary or proper in the opinion of the Bank to carry out more effectually the provisions and purposes of the Loan Agreement and the Security Documents.

7. This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

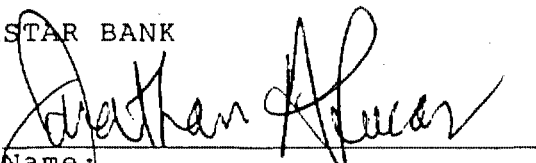
Very truly yours,

ACF INDUSTRIES, INCORPORATED

By: 
Name: Robert Mitchell
Title: Treasurer

ACCEPTED AND AGREED TO:

NORSTAR BANK

By: 
Name:
Title:
VL

STATE OF NEW YORK)
COUNTY OF NEW YORK)

SS.:

On this 8th day of August, 1989, before me personally came Robert Mitchell, to me known, who being to me duly sworn, did depose and say that he resides at 3 Woodland Drive, Woodbury, N.Y. 11797, that he is the Treasurer of ACF INDUSTRIES, INCORPORATED, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed his name thereto by like order.

STATE OF NEW YORK)
COUNTY OF NEW YORK)

SS.:

Kathleen M. Finn
KATHLEEN M. FINN
Notary Public, State of New York
No. 30-4800603
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires March 30, 1989 9/30/89

On this 9th day of August, 1989 before me personally came John Lucas, to me known, who being to me duly sworn, did depose and say that he resides at 666 Third Avenue, N.Y. 10017, that he is a Vice President of NORSTAR BANK, the bank described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said bank.

Karen E. Lopez

KAREN E. LOPEZ
NOTARY PUBLIC, State of New York
No. 31-4943840
Qualified in New York County
Commission Expires November 7, 19 90